

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

KNOX NETWORKS, INC.,

Plaintiff,

V.

RYAN TATE, EMERGENT FINANCIAL,
LLC, and JOHN DOES 1-5,

Defendants.

Case No. 3:22-cv-4516-JSC

**STATUS REPORT, STIPULATION, AND
[PROPOSED] ORDER**

RYAN TATE, EMERGENT FINANCIAL,
LLC, and JOHN DOES 1-5,

Defendants.

WHEREAS, on August 4, 2022, Knox Networks, Inc. (“Knox”) filed a Complaint seeking relief before this Court; and

WHEREAS, on August 24, 2022, Defendants Ryan Tate and Emergent Financial, LLC (“Emergent”) filed a Motion to Compel Arbitration and Stay Claims (ECF No. 32); and

WHEREAS, on September 7, 2022, Knox initiated arbitration before the Judicial Arbitration and Mediation Services, Inc. (“JAMS”) in San Francisco, California (the “Arbitration”); and

WHEREAS, on October 3, 2022, the Court ordered the Parties to meet and confer regarding the Arbitration (ECF No. 45); and

WHEREAS, the Parties met and conferred and have reached an agreement concerning the Arbitration;

NOW THEREFORE, THE PARTIES HEREBY STIPULATE AND AGREE that:

1. The Arbitration shall proceed within the existing JAMS arbitration initiated by Knox in San Francisco, California, Case No. 5100000589, and served upon Emergent and Tate as of September 7, 2022.

2. Any dispute regarding which procedural rules apply to a Party and/or its claim(s) or defense(s) shall be determined by the Arbitrator in accordance with the applicable agreement and incorporated procedural rules and choice of law including, without limitation, such rules and law regarding the apportionment of arbitral fees and costs.

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1 3. Each Party reserves the right to argue that a particular procedural or substantive
2 arbitral rule governs its claims and/or defenses, or applies to the appropriate allocation of fees
3 accrued in connection with the Arbitration. Any dispute concerning the applicable procedural rule,
4 choice of law, and other such matters, shall be resolved by the Arbitrator.

5 4. This Court shall retain jurisdiction concerning any disputes regarding the September
6 2, 2022 Preliminary Injunction (ECF No. 40). Any Party may seek interim or provisional
7 injunctive relief, including a preliminary injunction, in this Court either prior to or during
8 arbitration if necessary to protect the interests of such Party.

9 **IT IS SO STIPULATED AND AGREED.**

10 Dated: October 14, 2022

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43 and Emergent Financial, LLC*

1 **PURSUANT TO STIPULATION, IT IS SO ORDERED.**

2 Dated: October 21, 2022

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Hon. Jacqueline Scott Corley
United States District Judge

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